

## **Exhibit 3**



## State of Georgia

State Entity: Secretary of State

Electronic Request for Proposals ("eRFP")

Event Name: Statewide Voting System

eRFP (Event) Number: 47800-SOS0000037

### 1. Introduction

#### 1.1. Purpose of Procurement

Pursuant to the State Purchasing Act (Official Code of Georgia Annotated §50-5-50 et seq.), this electronic Request for Proposals ("eRFP") is being issued to establish a contract with a qualified Supplier, who will provide a new Statewide Voting System ("SVS") to the Secretary of State - State of Georgia (hereinafter, "the State Entity" and/or "GASOS") as further described in this eRFP.

#### Election Structure

State law provides for a uniform voting system where every county uses the same type of voting equipment. Georgia has 159 counties and 159 election superintendents who run elections for each respective county. The GASOS maintains the Voter Registration System ("eNet"), builds ballots for each federal, state, and county election, and creates Electronic Poll Book ("EPoll") files.

#### Statistics

Polling Places: Approximately 2,364

Registered Voters: Approximately 7,060,000 (93% Active Status; 7% Inactive Status)

Ballots Cast in November 2016 General Election: 4,165,405

Ballots Cast in November 2018 General Election: 3,949,905

2018 General Election Turnout Breakdown:

- 46.03% of Electors Voted on Election Day
- 47.99% of Electors Voted During Absentee In-Person Voting (Advance Voting)
- 5.67% of Electors Voted Absentee by Mail
- 0.31% of Electors Voted Provisionally

2016 General Election Turnout Breakdown:

- 41.20% of Electors Voted on Election Day
- 53.54% of Electors Voted During Absentee In-Person Voting (Advance Voting)
- 5.07% of Electors Voted Absentee by Mail
- 0.19% of Electors Voted Provisionally

#### Solution Requirements

The proposed Statewide Voting System must have the functionality to support all 159 counties that will use the same equipment, software, and processes for creating, collecting, and tabulating votes. Please refer to Section 8. "List of eRFP Attachments" for additional details.

## 1.2. eRFP Certification

Pursuant to the provisions of the Official Code of Georgia Annotated §50-5-67(a), the State Entity certifies the use of competitive sealed bidding will not be practicable or advantageous to the State of Georgia in completing the acquisition described in this eRFP. Thus, competitive sealed proposals will be submitted in response to this eRFP. This eRFP is being sourced through an electronic sourcing tool approved by the Department of Administrative Services (“DOAS”) and all Suppliers’ responses must be submitted electronically in accordance with the instructions contained in Section 2 “Instructions to Suppliers” of this eRFP. Electronic competitive sealed proposals will be administered pursuant to the Georgia Electronic Records and Signature Act. Please note electronic competitive sealed proposals meet the sealed proposal requirements of the State of Georgia, an electronic record meets any requirements for writing, and an electronic signature meets any requirements for an original signature.

## 1.3. Overview of the eRFP Process

The objective of the eRFP is to select a qualified Supplier to provide the goods and/or services outlined in this eRFP to the State Entity. This eRFP process will be conducted to gather and evaluate responses from Suppliers for potential award. All qualified Suppliers are invited to participate by submitting responses, as further defined below. After evaluating all Suppliers’ responses received prior to the closing date of this eRFP and following negotiations (if any) and resolution of any contract exceptions, the preliminary results of the eRFP process will be publicly announced, including the names of all participating Suppliers and the evaluation results. Subject to the protest process, final contract award(s) will be publicly announced thereafter.

NOTE TO SUPPLIERS: The general instructions and provisions of this document have been drafted with the expectation that the State Entity will make a single award; however, please refer to Section 6.7 “Selection and Award” of this eRFP for information concerning the State Entity’s actual award strategy (single, multiple, split awards, etc.).

## 1.4. Schedule of Events

The schedule of events set out herein represents the State Entity’s best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the close date, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the eRFP will be publicly posted prior to the closing date of this eRFP. After the close of the eRFP, the State Entity reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, award and the contract term on an as needed basis with or without notice.

Description	Date	Time
Release of eRFP	March 15, 2019	N/A
Bidders/Suppliers’ Conference Location: 2 Martin Luther King Jr. Drive, Suite 1514, West Tower, Atlanta, GA 30334 <b>Attendance is Mandatory</b>	March 28, 2019	10:00 a.m. EST
Deadline for written questions sent via email to the Issuing Officer referenced in Section 1.5.	April 8, 2019	12:00 p.m. EST
Responses to Written Questions	April 12, 2019	5:00 p.m. EST
Proposals Due/Close Date and Time	April 23, 2019	2:00 p.m. EST
Vendor Demonstrations	TBD	TBD
Proposal Evaluation Completed (on or about)	2 to 3 Weeks after Closing	N/A
Negotiations Invitation Issued (emailed) (on or about); discretionary process	4 to 5 Weeks after Closing	TBD
Negotiations with Identified Suppliers (on or about)	6 to 7 Weeks after Closing	TBD

about); discretionary process		
Final Evaluation (on or about)	8 to 9 Weeks after Closing	N/A
Finalize Contract Terms	9 days after Final Evaluation	N/A
Notice of Intent to Award* [NOIA] (on or about)	10 to 11 Weeks after Closing	N/A
Notice of Award [NOA] (on or about)	10 calendar days after NOIA	N/A

\*In the event the estimated value of the contract is less than \$100,000, the State Entity reserves the right to proceed directly to contract award without posting a Notice of Intent to Award.

### 1.5. Official Issuing Officer (Buyer)

**Verneicher Favors**  
**vfavors@sos.ga.gov**

### 1.6. Definition of Terms

Any special terms or words which are not identified in this State Entity eRFP may be identified separately in Attachment "B" to the eRFP. Please download, save, and carefully review all documents in accordance with the instructions provided in Section 2 "Instructions to Suppliers" of this eRFP.

### 1.7. Contract Term

The initial term of the contract(s) is for 10 calendar year(s) from the execution date of the contract(s). The State Entity shall have 5 one (1) year option(s) to renew, which options shall be exercisable at the sole discretion of the State Entity. Renewal will be accomplished through the issuance of Notice of Award Amendment. In the event that the contract(s), if any, resulting from the award of this eRFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the State Entity may, with the written consent of the awarded Supplier(s), extend the contract(s) for such period of time as may be necessary to permit the State Entity's continued supply of the identified products and/or services. The contract(s) may be amended in writing from time to time by mutual consent of the parties. Unless this eRFP states otherwise, the resulting award of the contract(s) does not guarantee volume or a commitment of funds.

## 2. Instructions to Suppliers

By submitting a response to this eRFP, the Supplier is acknowledging that they:

1. Have read the information and instructions,
2. Agree to comply with the information and instructions contained herein.

### 2.1. General Information and Instructions

#### 2.1.1. Team Georgia Marketplace™ Registration System

DOAS requires all companies and/or individuals interested in conducting business with the State of Georgia to register in the State's web-based registration system, through Team Georgia Marketplace™. Registration is free and enables the registering company to gain access to certain information, services and/or materials maintained in Team Georgia Marketplace™ at no charge to the registering company. All registering companies must agree to be bound by the applicable terms and conditions governing the Supplier's use of Team Georgia Marketplace™. In the event DOAS elects to offer certain optional or premium services to registered companies on a fee basis, the registered company will be given the opportunity to either accept or reject the service before incurring any costs and still maintain its registration. Companies may register at <https://saofn.state.ga.us/psp/sao/SUPPLIER/ERP/?cmd=login>

#### 2.1.2. Restrictions on Communicating with Staff

From the issue date of this eRFP until the Notice of Award is posted (or the eRFP is officially cancelled), Suppliers are not allowed to communicate for any reason with any State staff except through the Issuing Officer named herein, as allowed by the Issuing Officer during the

Bidders/Suppliers' conference, or as provided by existing work agreement(s). Prohibited communication includes all contact or interaction, including but not limited to telephonic communications, emails, faxes, letters, or personal meetings, such as lunch, entertainment, or otherwise. The State Entity reserves the right to reject the response of any Supplier violating this provision.

### **2.1.3. Submitting Questions**

All questions concerning this eRFP, including questions posed at the Bidders/Offers conference (if any), must be submitted in writing via email to the Issuing Officer identified in Section 1.5 "Issuing Officer" of this eRFP. No questions other than written will be accepted. No response other than written will be binding upon the State. All Suppliers must submit questions by the deadline identified in the Schedule of Events for submitting questions. Suppliers are cautioned that the State Entity may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. All questions about this eRFP should be submitted in the following format:

Company Name

Question #1 Question, *Citation of relevant section of the eRFP*

Question #2 Question, *Citation of relevant section of the eRFP*

Do not use the comments section of the Sourcing Event to submit questions to the issuing officer.

### **2.1.4. Attending Bidders/Suppliers' Conference**

The Bidders/Suppliers' Conference or any other information session (if indicated in the schedule of events) will be held at the location referred to in Section 1.4 "Schedule of Events" of this eRFP. Unless indicated otherwise, attendance is not mandatory. Although, Suppliers are strongly encouraged to attend. However, in the event the conference has been identified as mandatory, then a representative of the Supplier must attend the conference in its entirety to be considered eligible for contract award. The Supplier is strongly encouraged to allow ample travel time to ensure arrival in the conference meeting room prior to the beginning of any mandatory conference. The State Entity reserves the right to consider any representative that failed to sign in or arrives late to be "not in attendance." Therefore, all Suppliers are strongly encouraged to arrive early to allow for unexpected travel contingencies.

### **2.1.5. State's Right to Request Additional Information – Supplier's Responsibility**

Prior to contract award, the State Entity must be assured that the selected Supplier has all of the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the on-going needs of the State Entity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State Entity is unable to assure itself of the Supplier's ability to perform, if awarded, the State Entity has the option of requesting from the Supplier any information deemed necessary to determine the Supplier's responsibility. If such information is required, the Supplier will be so notified and will be permitted approximately seven business days to submit the information requested.

### **2.1.6. Failing to Comply with Submission Instructions**

Responses received after the identified due date and time or submitted by any other means than those expressly permitted by the eRFP will not be considered. Suppliers' responses must be complete in all respects, as required in each section of this eRFP.

### **2.1.7. Rejection of Proposals; State's Right to Waive Immaterial Deviation**

The State Entity reserves the right to reject any or all responses, to waive any irregularity or informality in a Supplier's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the State of Georgia. It is also within the right of the State

Entity to reject responses **that do not contain all elements and information requested in this eRFP**. A Supplier's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the eRFP requirements, which determination will be made by the State Entity on a case-by-case basis. A minor informality or irregularity is one which is merely a matter of form or some immaterial variation from the exact requirements of the solicitation having no effect or merely a trivial or negligible effect on a Supplier's proposal's total price, quality, quantity, or delivery of the supplies or performance of the contract, and the correction or waiver of which would not be prejudicial to other Suppliers. DOAS maintains discretion to provide a Supplier with an opportunity to cure any deficiency resulting from a minor informality or irregularity in a response or waive any such deficiency when it is to the advantage of the State. Such communication or determination shall be in writing. Examples of minor informalities or irregularities include, but are not limited to:

- a. Failure of a Supplier to furnish the required information concerning the number of the Supplier's employees or failure to make a representation concerning its size.
- b. Failure of a Supplier to furnish cut sheets or product literature
- c. Failure of a Supplier to furnish financial statements
- d. Failure of a Supplier to furnish references
- e. Failure of a Supplier to indicate its contractor's license or other evidence of required licensure, except that a contract must not be awarded to the Supplier unless and until the Supplier is properly licensed under the laws of Georgia.

#### **2.1.8. State's Right to Amend and/or Cancel the eRFP**

The State Entity reserves the right to amend this eRFP. Any revisions must be made in writing prior to the eRFP closing date and time. By submitting a response, the Supplier shall be deemed to have accepted all terms and agreed to all requirements of the eRFP (including any revisions/additions made in writing prior to the close of the eRFP whether or not such revision occurred prior to the time the Supplier submitted its response) unless expressly stated otherwise in the Supplier's response. Therefore, each Supplier is individually responsible for reviewing the revised eRFP and making necessary or appropriate changes and/or additions to the Supplier's response prior to close of the eRFP. Suppliers are encouraged to frequently check the eRFP for additional information. Finally, the State Entity reserves the right to cancel this eRFP at any time.

#### **2.1.9. Protest Process**

Suppliers should familiarize themselves with the procedures set forth in Chapter 6 of the *Georgia Procurement Manual*.

#### **2.1.10. Costs for Preparing Responses**

Each Supplier's response should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. The cost for developing the response and participating in the procurement process (including the protest process) is the sole responsibility of the Supplier. The State will not provide reimbursement for such costs.

#### **2.1.11. ADA Guidelines**

The State of Georgia adheres to the guidelines set forth in the Americans with Disabilities Act. Suppliers should contact the Issuing Officer at least one day in advance if they require special arrangements when attending the Bidders/Suppliers' Conference (if any). The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

#### **2.1.12. Public Access to Procurement Records**



Solicitation opportunities will be publicly advertised as required by law and the provisions of the Georgia Procurement Manual. Information submitted in response to this solicitation will be processed in accordance with applicable State of Georgia procurement procedures, including O.C.G.A. §50-5-67 and the Georgia Open Records Act. Requests for copies of bids and proposals prior to final award of a contract shall be handled in accordance with the procedures outlined in O.C.G.A. § 50-5-67, the State Purchasing Act, whereas requests for procurement-related documents after final contract award or upon cancellation of a bid without intent to rebid are handled in accordance with the Georgia Open Records Act as provided in O.C.G.A. 50-18-71 et. seq. Proposals and bids, including documents pertaining to the solicitation, become the property of the State and shall be open to public inspection as follows:

**2.1.12.1: State Purchasing Act:** The State Purchasing Act delays the release of certain procurement records in the event the public disclosure of those records prior to DOAS's public announcements of the results of a solicitation would undermine the public purpose of obtaining the best value for the State such as cost estimates, proposals/bids, evaluation criteria, Supplier evaluations, negotiation documents, offers and counter-offers, and certain records revealing preparation for the procurement. Pursuant to O.C.G.A. § 50-5-67, bids and proposals shall be made available for public inspection, upon request, within one business day of DOAS's posting of the Notice of Intent to Award (or the Notice of Award in the event DOAS does not issue the Notice of Intent to Award). Exceptions provided under the Georgia Open Records Act are not applicable to the disclosure requirements under the State Purchasing Act; therefore, all information other than audited financial statements, will be subject to public disclosure upon request, including information marked as "confidential," "proprietary," etc. DOAS is under no obligation to notify Supplier of disclosure of records under the State Purchasing Act.

**2.1.12.2 Georgia Open Records Act:** After final contract award has been made or after a bid has been cancelled following evaluation, without intent to rebid, requests for access to Supplier proposals and/or communications shall be subject to the disclosure provisions of Georgia's Open Records Act. Pursuant to O.C.G.A. § 50-18-71(a), DOAS must make all public records, including bid proposals, open for personal inspection and copying, except those records which by order of a court of this state or by law are specifically exempted.

**2.1.12.2.1 Marking Submissions as "Confidential," "Proprietary," or "Trade Secret:"** If a Supplier considers any portion of the documents, data, or records submitted in response to this solicitation to be exempt from disclosure under Georgia law, the Supplier must clearly mark each such submission, or portions of the submission, considered to be exempt from disclosure as "Confidential," "Proprietary," or "Trade Secret." All markings must be conspicuous; use color, bold, underlining, or some other method in order to conspicuously distinguish the mark from the other text. Wholesale designation of a response or substantial parts of a response as "Confidential" will not be accepted by the State. If only portions of a page are subject to some protection, Supplier should not mark the entire page. Even though information submitted by a Supplier may be marked as "confidential," "proprietary," "trade secret" etc., the State Entity will make its own determination regarding what information may or may not be withheld from disclosure.

**2.1.12.2.2 Submission of Redacted Copies:** If Supplier considers any portion of its bid/proposal to the solicitation to be trade secret or otherwise not subject to public disclosure under Georgia Open Records Act, Supplier must, in addition to the required original documents, provide a separate redacted electronic copy of its bid/proposal, preferably in PDF format, and briefly describe in a separate writing, as to each item redacted, the grounds for claiming exemption from the public records law, including citation to the appropriate exemption from disclosure requirements provided under Georgia law. This redacted copy should be clearly marked "Redacted Copy-Available for Public Review." In addition, the electronic file name should include the words "**Redacted Copy**" at the **beginning of the file name**. The redacted copy shall be submitted at the same time Supplier

submits its bid/proposal and must only exclude or redact those specific portions that are claimed not subject to disclosure. The redacted copy should reflect the same pagination as the original and show the location from which information was redacted. Except for the redacted information, the redacted electronic copy must be identical to the original bid/proposal. The redacted copy will be open to public inspection under the Georgia Open Records Act without further notice to the Supplier. If Supplier fails to submit a redacted copy with its bid/proposal, the State is authorized to produce the Supplier's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Even though information submitted by a Supplier may be marked as "confidential," "proprietary," "trade secret" etc., the State will make its own determination regarding what information may or may not be withheld from disclosure. If the State of Georgia deems redacted information to be subject to disclosure under the Georgia Open Records Act, the Supplier will be contacted prior to the release of this information. Please note that the redacted version will be utilized for purposes of responding to requests for records pursuant to the Open Records Act. DOAS will provide access to copies of original bids and proposals in response to requests made pursuant to the State Purchasing Act. The State does not consider pricing information to be confidential or proprietary.

**2.1.12.2.3 Trade Secret:** In addition, if the Supplier claims that certain information in its bid/proposal may be withheld as trade secret pursuant to O.C.G.A. 50-18-72(a)(34), the Supplier shall include with its bid/proposal submission, an affidavit indicating the specific information that the Supplier identifies as trade secret, affirmatively declaring that such information is trade secret. Along with the affidavit, the Supplier shall provide a justification regarding how and why each redaction request constitutes a trade secret pursuant to Georgia Law. Designation of a "trade secret" shall not be binding on the State, but the State will review and consider the designation. If the Supplier does not include an affidavit with its bid/proposal submission, the State is authorized to produce the Supplier's bid/proposal with the exception of audited financial statements in answer to any public records request under the Georgia Open Records Act. Wholesale designation of a response or substantial parts of a response as "trade secrets" will not be accepted by the State. In general, the State does not consider pricing information to be trade secret.

#### **2.1.13. Registered Lobbyists**

By submitting a response to this eRFP, the Supplier hereby certifies that the Supplier and its lobbyists are in compliance with O.C.G.A. § 21-5-51 et seq.

## **2.2. Submittal Instructions**

### **Submittal Instructions for Team Georgia Marketplace™**

Listed below are key action items related to this eRFP. The Schedule of Events in Section 1.4 identifies the dates and time for these key action items. This portion of the eRFP provides high-level instructions regarding the process for reviewing the eRFP, preparing a response to the eRFP, and submitting a response to the eRFP. Suppliers are required to access, print, and utilize the training materials identified in Section 2.2.1 of this eRFP to ensure the Supplier successfully submit a response to this eRFP.

#### **2.2.1. eRFP Released**

The release of the eRFP is formally communicated through the posting of this eRFP as an event in Team Georgia Marketplace™ and by a public announcement posted to the Georgia Procurement Registry, which is accessible online as follows: [http://ssl.doas.state.ga.us/PRSapp/PR\\_index.jsp](http://ssl.doas.state.ga.us/PRSapp/PR_index.jsp)

This eRFP is being conducted through Team Georgia Marketplace™, an online, electronic tool, which allows a Supplier to register, log on, select answers and type text in response to questions, and upload any necessary documents. Team Georgia Marketplace™ permits a Supplier to build and save a response over time until the Supplier is ready to submit the completed response. Each Supplier interested in competing to win a contract award must complete and submit a response to



this eRFP using Team Georgia Marketplace™. Therefore, each Supplier MUST carefully review the instructions and training information from the following link for a comprehensive overview of the functionality of Team Georgia Marketplace™: <http://doas.ga.gov/state-purchasing/purchasing-education-and-training/Supplier-training>

### 2.2.2. eRFP Review

The eRFP (or “Sourcing Event”) consists of the following: this document, entitled “The State Entity eRFP Document”, and any and all information included in the Sourcing Event, as posted online on Team Georgia Marketplace™, including any and all documents provided by the State Entity as attachments to the Sourcing Event or links contained within the Sourcing Event or its attached documents.

Please carefully review all information contained in the Event, including all documents available as attachments or available through links. Any difficulty accessing the Event or opening provided links or documents should be reported immediately to the Issuing Officer (See Section 1.5) and/or the Help Desk (Section 2.2.8). Attached documents may be found as follows:

1. First, the State Entity will provide documents at the “header” level of the Event. Please select “View/Add General Comments & Attachments,” which appears at the top of the screen of the Event under the “Event Details” Section. Next, by selecting “View Event Attachments,” the Supplier may open and save all of the available documents. In this location, the Supplier is most likely to find this document (The State Entity eRFP Document) as well as the worksheets referenced in Section 4 “eRFP Proposal Factors,” such as the Mandatory Response Worksheet, the Mandatory Scored Requirements, and the Additional Scored Responses. Please thoroughly review all provided attachments.
2. Second, the State Entity may also provide documents at the “line detail” level of the Event. Please navigate to “Step 2: Enter Line Bid Responses,” which appears towards the bottom of the screen of the Event. Please access any provided documents as follows:
  - a. First Method:
    - i. To the right of each line appearing under Step 2, the Event contains a “Bid” link. By selecting the “Bid” link, the Supplier will navigate to a new page of the Event.
    - ii. On this new page, the Supplier can select “View/Add Question Comments and Attachments” to locate attached documents.
  - b. Second Method:
    - i. To the right of each line appearing under Step 2, the Event contains a “Line Comments/Files” icon (appears as a bubble with text). By selecting the “Line Comments/Files” icon, the Supplier will navigate to a new page of the Event.
    - ii. On this new page, the Supplier can locate attached documents.

In this location, the Supplier is most likely to find the cost worksheet (if any, as defined by Section 5 “Cost Proposal”) as well as any other documents provided by the State Entity with respect to the identified line items. Please thoroughly review all provided attachments.

### 2.2.3. Preparing a Response

As noted earlier, Team Georgia Marketplace™ allows the Supplier to answer questions by entering text and numeric responses. In addition, as noted in Section 2.2.4 “Uploading Forms”, the Supplier may also provide information by uploading electronic files. When preparing a response, the Supplier must consider the following instructions:

1. Use the provided worksheets to prepare your response. Enter your responses directly into the worksheet. Unless otherwise directed, do not insert “see attached file” (or similar statements) in the worksheet to reference separate documents.

2. Answer each question in sufficient detail for evaluation while using judgment with regards to the length of response.
3. Proofread your response and make sure it is accurate and readily understandable.
4. Label any and all uploaded files using the corresponding section numbers of the eRFP or any other logical name so that the State Entity can easily organize and navigate the Supplier's response.
5. Use caution in creating electronic files to be uploaded. If the State Entity is unable to open an electronic file due to a virus or because the file has become corrupted, the Supplier's response may be considered incomplete and disqualified from further consideration.
6. Use commonly accepted software programs to create electronic files. The State Entity has the capability of viewing documents submitted in the following format: Microsoft Word or WordPad, Microsoft Excel, Portable Document Format file (PDF), and plain text files with the file extension noted in parentheses (.txt). Unless the eRFP specifically requests the use of another type of software or file format than those listed above, please contact the Issuing Officer prior to utilizing another type of software and/or file format. In the event the State Entity is unable to open an electronic file because the State Entity does not have ready access to the software utilized by the Supplier, the Supplier's response may be considered incomplete and disqualified from further consideration.
7. Continue to save your response until the response is ready to be submitted. Select the "Save for Later" button at the top of the page under "Event Details" of the Event.

#### **2.2.4. Uploading Forms**

Once the Supplier is ready to upload electronic files (completed forms or worksheets, product sheets, etc.), please following the directions within the eRFP to upload these documents in the proper location. There are three places to upload completed documents:

1. First, the "View/Add General Comments & Attachments" link contains a place for the Supplier to upload all of the documents and worksheets which were provided by the State Entity under the "View Event Attachments" link. Once the Supplier has completed the Event Attachments, the Supplier can then select "Add New Attachments" to upload the completed documents. The Supplier can upload as many documents as necessary in this section of the Event.
2. Second, the Supplier can also upload documents in response to each question or bid factor which appears on the main page of the Event, which appears below the "View/Add General Comments & Attachments" link of the Event. To the right of each question or bid factor, the Supplier can select the "Add Comments or Attachments" link to either enter a written response or upload an electronic document in response to the question or bid factor. After selecting "Add Comments or Attachments," the Supplier should select "Upload" under the "Add New Attachments" section to browse and upload an electronic file.
3. Third, the Supplier can also upload documents in the bottom portion of the Event where pricing is requested. After selecting the comment bubble icon, the Event allows the Supplier to select "Upload" in order to include an attachment as part of the Supplier's response. In the alternative, the Supplier can also select the link "Bid," which also appears to the right of any line items provided in the "Enter Line Bid Responses" portion of the Event. After selecting the "Bid" link, the Supplier can select "View/Add Question Comments and Attachments" to upload a document.

#### **2.2.5. Reviewing the Response Prior to Submission**

Each Supplier is responsible for ensuring all questions have been answered appropriately and that all necessary documents have been uploaded. Prior to final submission of your response, please review the following checklist:

1. Please review and confirm that the Supplier has answered all questions appropriately. Many questions require a "yes" or "no" response. Please ensure that the correct response has been selected.
2. Please review and confirm that the most competitive response has been provided.

3. Please confirm that all necessary files have been uploaded.
4. Please select the "Validate Entries" button under "Event Details" at the top portion of the Event. While the "Validate Entries" feature cannot verify whether the Supplier has attached files, attached the correct files, or entered the correct responses, the "Validate Entries" feature will alert the Supplier if one or more questions in the "Event Questions" section of the Event have not been answered. The "Validate Entries" feature is a useful tool; however, it is no substitute for careful preparation and review by the Supplier. The State Entity will not consider the Supplier's use of the "Validate Entries" feature as an excuse for an error committed by the Supplier in the preparation of its response.

#### 2.2.6. Submitting the Completed Response/Bid

**Once the completed response has been reviewed by the Supplier, click the "Submit Bid" button at the top of the page under the "Event Details" section of the Event.** Any information entered by a Supplier into Team Georgia Marketplace™ but not submitted prior to the submission deadline will not be released to the State Entity and will not be considered for award. Only after the Supplier selects the "Submit Bid" button, will the response to the eRFP be sent electronically, time stamping the Supplier's response and sending a confirmation email to the email address of the Supplier. Please note that submission is not instantaneous; therefore, each Supplier must **allow ample time for its response to be submitted prior to the deadline.**

#### 2.2.7. Reviewing, Revising or Canceling a Submitted Response

After the response has been submitted, the Supplier may view and/or revise its response by logging into Team Georgia Marketplace™ and selecting the eRFP event number and the "View/Edit" feature for the Supplier's previous response. Please take note of the following:

1. REVIEW ONLY. In the event the Supplier only wishes to view a submitted response, the Supplier may select "View/Edit." Once the Supplier has finished viewing the response, the Supplier may simply exit the screen. **DO NOT SELECT "Save for Later."** Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and withdraws the originally submitted bid. As a result, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted to the State Entity.
2. REVIEW AND REVISE. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then revise the response. If the revisions cannot be completed in a single work session, the Supplier should save its progress by selecting "Save for Later." Once revisions are complete, the Supplier **MUST** select "Submit" to submit its corrected response. Please permit adequate time to revise and then resubmit the response. Please note submission is not instantaneous and may be affected by several events, such as the Supplier temporarily losing a connection to the Internet.

AS EACH SUPPLIER IS SOLELY RESPONSIBLE FOR RESUBMITTING ITS RESPONSE PRIOR TO THE eRFP END DATE AND TIME TO ENSURE THE RESPONSE MAY BE CONSIDERED BY THE STATE ENTITY, PLEASE USE CAUTION IN DECIDING WHETHER OR NOT TO MAKE REVISIONS. The State will assume no responsibility for a Supplier's inability to correct errors or otherwise make revisions to the submitted response or the Supplier's inability to resubmit a response prior to the eRFP end date and time.

3. WITHDRAW/CANCEL. In the event the Supplier desires to revise a previously submitted response, the Supplier may select "View/Edit" and then select "Save for Later." Team Georgia Marketplace™ recognizes any response placed in the "Save for Later" status as a work in progress and **withdraws the originally submitted bid.** As a result, unless the Supplier selects "Submit" prior to the closing date and time, no response will be transmitted to

the State Entity. In the event a Supplier desires to withdraw its response after the closing date and time, the Supplier must submit a request in writing to the Issuing Officer.

### 2.2.8. Help Desk Support

For technical questions related to the use of Team Georgia Marketplace™, Suppliers have access to phone support through the DOAS Customer Service Help Desk at 404-657-6000, Monday through Friday 8:00 AM to 5:00 PM excluding state holidays or any other day state offices are closed such as furlough days or closings in response to inclement weather. Suppliers can also email questions to: [ProcurementHelp@doas.ga.gov](mailto:ProcurementHelp@doas.ga.gov).

## 3. General Business Requirements

This section contains general business requirements. By submitting a response, the Supplier is certifying its agreement to comply with all of the identified requirements of this section and that all costs for complying with these general business requirements are included in the Supplier's submitted pricing.

### 3.1. Standard Insurance Requirements

If awarded a contract, the Supplier shall procure and maintain insurance which shall protect the Supplier and the State of Georgia (as an additional insured) from any claims for bodily injury, property damage, or personal injury covered by the indemnification obligations set forth in the contract attached to this solicitation throughout the duration of the contract. The Supplier shall procure and maintain the insurance policies described below at the Supplier's own expense and shall furnish the State Entity an insurance certificate listing the State of Georgia as certificate holder and as an additional insured. The insurance certificate must document that the Commercial General Liability insurance coverage purchased by the Supplier includes contractual liability coverage applicable to the contract. In addition, the insurance certificate must provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in Georgia); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of notice of cancellation to the State Entity.

The Supplier is required to maintain the following insurance coverage during the term of the contract:

- 1) Workers Compensation Insurance (Occurrence) in the amounts of the statutory limits established by the General Assembly of the State of Georgia (a self-insurer must submit a certificate from the Georgia Board of Workers Compensation stating that the Supplier qualifies to pay its own workers compensation claims.) In addition, the Supplier shall require all subcontractors occupying the premises or performing work under the contract to obtain an insurance certificate showing proof of Workers Compensation Coverage with the following minimum coverage:
 

Bodily injury by accident – per employee	\$100,000
Bodily injury by disease – per employee	\$100,000
Bodily injury by disease – policy limit	\$500,000
- 2) Commercial General Liability Policy with the following minimum coverage:
 

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Ops. Aggregate Limit	\$2,000,000
- 3) Automobile Liability
 

Combined Single Limit	\$1,000,000
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- 4) Professional Liability / Errors & Omissions \$3,000,000
- 5) Fidelity Coverage \$1,000,000
- 6) Umbrella Liability \$5,000,000
- 7) Cyber Liability \$15,000,000

The foregoing policies shall contain a provision that coverage afforded under the policies will not be

canceled, or not renewed or allowed to lapse for any reason until at least thirty (30) days prior written notice has been given to the State Entity. Certificates of Insurance showing such coverage to be in force shall be filed with the State Entity prior to commencement of any work under the contract. The foregoing policies shall be obtained from insurance companies licensed to do business in Georgia and shall be with companies acceptable to the State Entity, which must have a minimum A.M. Best rating of A-. All such coverage shall remain in full force and effect during the term and any renewal or extension thereof.

Within ten (10) business days of award, the awarded Supplier must procure the required insurance and provide the State Entity with two (2) Certificates of Insurance. Certificates must reference the contract number. The Supplier's submitted pricing must include the cost of the required insurance. No contract performance shall occur unless and until the required insurance certificates are provided.

### 3.2. Bonds and/or Letter of Credit

#### Performance Bond/Letter of Credit

The awarded Supplier(s) shall be required to furnish a performance bond or an irrevocable letter of credit to the State Entity for the faithful performance on the contract in an amount equal to 100% of the Contract Award. The bond shall be issued by a Corporate Surety authorized to do business with the State of Georgia. The performance bond/letter of credit must be submitted to the State Entity within ten (10) calendar days of the date the contract is awarded, but in any event, prior to the beginning of any contract performance by the awarded Supplier.

### 3.3. Proposal Certification

By responding to this solicitation, the Supplier understands and agrees to the following:

1. That this electronically submitted proposal constitutes an offer, which when accepted in writing by the State Entity, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the Supplier and the State Entity; and
2. That the Supplier guarantees and certifies that all items included in the Supplier's response meet or exceed any and all of the solicitation's identified specifications and requirements except as expressly stated otherwise in the Supplier's response; and
3. That the response submitted by the Supplier shall be valid and held open for a period of **one hundred and twenty (120) days** from the final solicitation closing date and that the Supplier's offer may be held open for a lengthier period of time subject to the Supplier's consent; and
4. That the Supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. Supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
5. That the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et seq. have not been violated and will not be violated in any respect.

### 4. eRFP Proposal (Bid) Factors

This section contains the detailed technical requirements and related services for this Sourcing Event. Suppliers are required to download, complete and then upload the Worksheets titled "Supplier General Information," "Mandatory Response Worksheet," "Mandatory Scored Requirement Worksheet," and "Additional Scored Response Worksheet" found as attachments in the Sourcing Event. Although many solicitations will contain all of the worksheets noted above, it is possible that a solicitation will not contain all of the worksheets. In the event all four worksheets are not available as downloadable forms to this eRFP, please confirm with the Issuing Officer that all four worksheets are not required.

Unless requested otherwise, all responses must be provided within the Excel worksheets and not as a separately attached document. Except as otherwise indicated, all requested forms and documents must be submitted electronically via the sourcing tool as an uploaded document to the Supplier's response. These worksheets together with any and all other documents submitted in response to Section 4 of this eRFP will be considered the Supplier's technical proposal.



The State Entity has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The State Entity will not tailor these needs to fit particular solutions Suppliers may have available; rather, the Suppliers shall propose to meet the State Entity's needs as defined in this eRFP. All claims shall be subject to demonstration. Suppliers are cautioned that conditional proposals, based upon assumptions, may be deemed non-responsive.

#### **4.1. Technical Proposal Introduction**

All of the items described in this section are service levels and/or terms and conditions that the State Entity expects to be satisfied by the selected Supplier. Each Supplier must indicate its willingness and ability to satisfy these requirements in the appropriate worksheets.

#### **4.2. Supplier General Information**

Each Supplier must complete all of the requested information in the electronic purchasing system entitled **Supplier's General Information Worksheet** for inclusion with their bid response.

**DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.3. Mandatory Requirements**

As specified with each requirement listed in the **Mandatory Response Worksheet**, the Supplier must indicate whether its proposal meets the individual requirements by marking either a "YES" or "NO" in the response block provided. A Pass/Fail evaluation will be utilized for all mandatory requirements. Ordinarily, to be considered responsive, responsible, and eligible for award, all questions identified as mandatory must be marked "YES" to pass. There may be rare instances in which a response of "NO" is the correct and logical response in order to meet the mandatory requirement (e.g. responding "NO" that the Supplier does not possess any conflicts of interest). Otherwise, any mandatory questions marked "NO" will fail the technical requirements and will result in disqualification of the proposal.

**DO NOT INCLUDE ANY COST/PRICING INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.4. Mandatory Scored Response**

As specified with each requirement listed in the **Mandatory Scored Response Worksheet**, the Supplier must indicate whether it will meet the individual requirement (if any) and provide a supporting narrative in the space provided. To be considered responsive, responsible, and eligible for award, any and all requirements identified in the Mandatory Scored Response Worksheet must be met. There may be rare instances in which an item within the Mandatory Scored Response Worksheet does not create an individual requirement which must be met, but instead merely requires a response. All requirements labeled "Mandatory Scored" must be met by the Supplier. Failure to meet any mandatory scored requirements may result in disqualification of the proposals. The narrative description, along with any required supporting materials, will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**

#### **4.5. Additional Scored Responses (No Additional Scored Questions)**

All items labeled "Additional Scored Responses" represent information that is requested by the State Entity. Suppliers are encouraged to provide a thorough narrative description in the space provided in the **Additional Scored Response Worksheet**. Answers along with any requested supporting materials will be evaluated and awarded points in accordance with Section 6 "Proposal Evaluation, Negotiations and Award" of this eRFP.

**DO NOT INCLUDE ANY COST INFORMATION IN YOUR RESPONSE TO THIS WORKSHEET.**



#### 4.6. Additional Information

As noted in Section 2.2.2 “eRFP Review,” please access and review all of the attachments provided by the State Entity within the Event. If supplemental materials are requested by the State Entity to be submitted by the Supplier as part of the technical proposal, the Supplier should upload these additional materials as noted in Section 2.2.4 “Uploading Forms.”

### 5. Cost Proposal

#### 5.1. Cost Proposal

Each Supplier is required to submit a cost proposal as part of its response. The cost proposal will be evaluated and scored in accordance with Section 6 “Proposal Evaluation, Negotiations, and Award” of this eRFP. By submitting a response, the Supplier agrees that it has read, understood, and will abide by the following instructions/rules:

1. The submitted cost proposal must include all costs of performing pursuant to the resulting contract; and
2. Cost proposals containing a minimum order/ship quantity or dollar value, unless otherwise called for in the eRFP, will be treated as non-responsive and may not be considered for award; and
3. In the event there is discrepancy between the Supplier’s unit price and extended price, the unit price shall govern; and
4. In the event there is a discrepancy between (1) the Supplier’s pricing as quoted on the eRFP’s provided cost worksheet and (2) the Supplier’s pricing as quoted by the Supplier in one or more additional documents, the former shall govern; and
5. The prices quoted and listed in the cost proposal shall be firm throughout the term of the resulting contract, unless otherwise noted in the eRFP or contract.

#### 5.2. Cost Structure and Additional Instructions

The State Entity’s intent is to structure the cost format in order to facilitate comparison among all Suppliers and foster competition to obtain the best market pricing. Consequently, the State Entity requires that each Supplier’s cost be in the format outlined below. Additional alternative cost structures will not be considered. Each Supplier is cautioned that failure to comply with the instructions listed below, submission of an incomplete offer, or submission of an offer in a different format than the one requested may result in the rejection of the Supplier’s proposal.

Enter all information directly into the cost sheet(s). Enter numbers on each cost sheet in “number” (two-place decimal), not “currency” or other format unless otherwise stated. That is, omit dollar signs, commas, and any other non-essential symbols. (e.g., \$7.90 should be entered as 7.90) Prices must be in US Dollars. Enter “n/a” to indicate not available or “0” if there is no charge. Cells left blank will be interpreted as “no offer”.

Download the cost worksheet, complete the worksheet, and then upload the worksheet by following the instructions in the third bullet of Section 2.2.4 “Uploading Forms” of this eRFP.

### 6. Proposal Evaluation, Negotiations, and Award

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the State Entity based on a combination of technical and cost factors. Based on the results of the initial evaluation, the State Entity may or may not elect to negotiate technical and/or cost factors as further described in the eRFP. In the event negotiations of the technical and/or cost factors occur, the revised proposals will be reevaluated in accordance with the provisions of Section 6.4 “Scoring Criteria” of this eRFP. Once the evaluation process has been completed (and any negotiations the State Entity desires to conduct have occurred), the apparent successful Supplier(s) will be required to enter into discussions with the State Entity to resolve any exceptions to the State Entity’s contract. The State Entity will announce the results of the eRFP as described further in Section 6.9 “Public Award Announcement” of this eRFP.

**6.1. Administrative/Preliminary Review**

First, the proposals will be reviewed by the Issuing Officer to determine the proposal's compliance with the following requirements:

1. Proposal was submitted by deadline in accordance with Section 2
2. Proposal is complete and contains all required documents
3. Technical Proposal does not include any pricing from the Cost Proposal

**6.2. Evaluating Proposal Factors (Section 4)**

If the Supplier's proposal passes the Administrative/Preliminary Review, the Supplier's responses to Section 4 "eRFP Proposal Factors" will be submitted to the Evaluation Team for evaluation.

**6.2.1. Review of Mandatory and Mandatory Scored Questions**

The Evaluation Team will review each proposal in detail to determine its compliance with mandatory eRFP requirements. Responses to both "Mandatory" and "Mandatory Scored" Questions will be evaluated on a pass/fail basis. If a proposal fails to meet a mandatory and/or mandatory scored eRFP requirement, the State Entity will determine if the deviation is material. A material deviation will be cause for rejection of the proposal. An immaterial deviation will be processed as if no deviation had occurred. All proposals which meet the requirements of the "Mandatory" and "Mandatory Scored" Questions are considered "Responsive Proposals" at this point in time and will be scored in accordance with the point allocation in Section 6.4 "Scoring Criteria" of this eRFP.

**6.2.2. Review of Additional Scored Information Questions**

For all proposals determined to be "Responsive Proposals," the Evaluation Team will review and score the responses to the Additional Scored Information (if any) in accordance with the point allocation in Section 6.4 "Scoring Criteria" of this eRFP.

The Supplier will receive a total technical score at the conclusion of the evaluation of the eRFP Proposal Factors.

**6.3. Evaluating Cost Proposal and Total Combined Score**

The cost proposals will be reviewed and scored in accordance with Section 6.4 "Scoring Criteria." To expedite the evaluation process, the State Entity reserves the right to analyze the cost proposals independently, but at the same time the Evaluation Team is analyzing the technical proposals, provided neither the cost proposals nor the cost analysis is disclosed to the Evaluation Team until the Evaluation Team completes its initial evaluation and scoring of the eRFP Proposal Factors.

**6.3.1. Cost Scoring**

The State Entity may utilize lowest cost, lowest total cost, and total cost of ownership (TCO) or greatest savings to determine the most competitive cost proposal. The cost proposal may be scored on an overall basis or at the category/subcategory/line level (as applicable) relative to other proposals. The Supplier deemed to have the most competitive cost proposal overall, as determined by the State Entity, will receive the maximum weighted score for the cost criteria. In the alternative, in the event the cost proposal is scored at the category, subcategory or line level, the State Entity may assign the maximum score per category/subcategory/line for the most competitive proposal at that level. Other proposals will receive a percentage of the weighted score based on the percentage differential between the most competitive cost proposal and the specific proposal in question.

**6.3.2. Georgia Enterprises for Products and Services (GEPS)**

In the event the issuing officer has received a response from GEPS, the issuing officer must factor in a price preference of 8% for purposes of cost evaluation. The price preference of 8% has been approved by DOAS in accordance with the State Use Law set forth at O.C.G.A. 50-5-135 et seq., which is intended to create opportunities for disabled persons employed by community-based rehabilitation programs and training centers that are certified by the State Use Council. To implement the price preference, the issuing officer must lower GEPS' price by 8% when comparing GEPS' price with any other Supplier's response. However, in the event GEPS wins the contract award, GEPS must be paid at its actual bid price.

#### 6.3.3. Total Score

The Supplier's cost score will be combined with the Supplier's technical score to determine the Supplier's overall score (or "total combined score").

#### 6.4. Scoring Criteria

The evaluation is comprised of the following:

Category	Criteria	Points
Cost	1. Cost of proposed products and/or services	250 points
Technical/Proposal Factors	2. "Mandatory" Requirements	Pass/Fail
Technical/Proposal Factors	3. "Mandatory Scored" & Oral Presentations/Demonstrations	750 points
Total	N/A	1000 points

#### 6.5. Georgia Based Business/Reciprocal Preference Law O.C.G.A. §50-5-60(b)

For the purposes of evaluation only, Suppliers resident in the State of Georgia will be granted the same preference over Suppliers resident in another state in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other state to Suppliers resident therein over Suppliers resident in the State of Georgia. NOTE: For the purposes of this law, the definition of a resident Supplier is a Supplier who is domiciled in the State of Georgia.

#### 6.6. Negotiations of Proposals and/or Cost Factors

DOAS possesses discretionary authority to conduct one or more rounds of negotiations of technical proposal and/or cost factors as permitted by Georgia law and DOAS' established procurement policy. This section of the eRFP describes DOAS' process for utilizing its discretionary negotiation authority as defined by O.C.G.A. Section 50-5-67(a)(6). No state entity is permitted to conduct negotiations of proposal and/or cost factors without DOAS' supervision unless DOAS has expressly authorized the state entity to conduct negotiations on its own. Although this section addresses DOAS' right to negotiate in accordance with O.C.G.A. §50-5-67(a)(6), DOAS/State Entity reserves the right to conduct any other negotiations authorized by law.

The objective of negotiations is to obtain the Supplier's best terms. PLEASE NOTE: NEGOTIATIONS ARE DISCRETIONARY; THEREFORE, THE STATE ENTITY URGES THE SUPPLIER (1) TO SUBMIT ITS BEST RESPONSE AND (2) NOT TO ASSUME THE SUPPLIER WILL BE GRANTED AN OPPORTUNITY TO NEGOTIATE.

##### 6.6.1. Overview of Negotiations

After the Evaluation Team has scored the Suppliers' proposals, the State Entity may elect to enter into one or more rounds of negotiations with all responsive and responsible Suppliers or only those

Suppliers identified by the Evaluation Team as being in the competitive range. The competitive range will not be selected arbitrarily and those Suppliers included in the competitive range must have highly-scored proposals.

After each round of negotiations (if any), the Supplier will submit revisions to its proposal factors and/or cost proposal, which revisions will be scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Suppliers. Suppliers may be removed from further participation in the negotiation process in the event the Evaluation Team determines the Supplier cannot be considered responsive and responsible or based on the competitive range as defined in Section 6.6.3 "Competitive Range."

The State Entity reserves the right to proceed to award without further discussions after receipt of the initial proposals, in which case negotiations and Proposal Revisions will not be required.

#### **6.6.2. Negotiation Instructions**

Listed below are the key action items related to negotiations. The State's Negotiation Committee may consist of the State's Evaluation Committee or may be comprised of different people. However, evaluation of proposals or revised proposals shall be completed only by the State's Evaluation Committee.

- 1. Negotiation Invitation:** Those Suppliers identified by the Evaluation Committee to negotiate will be notified and invited to attend negotiations. Suppliers will be notified in writing: (i) the general purpose and scope of the negotiations; (ii) the anticipated schedule for the negotiations; and (iii) the procedures to be followed for negotiations.
- 2. Confirmation of Attendance:** Suppliers who have been invited to participate in negotiations must confirm attendance.
- 3. Negotiations Round(s):** One or more rounds of negotiations may be conducted with those Suppliers identified by the State's Evaluation Team.

#### **6.6.3. Competitive Range**

If the State Entity elects to negotiate pursuant to Section 6.6, the State Entity may either (1) elect to negotiate with all responsive and responsible Suppliers, (2) limit negotiations to those Suppliers identified within the competitive range, or (3) limit negotiations to the number of Suppliers with whom the State Entity may reasonably negotiate as defined below. In the event the State Entity elects to limit negotiations to those Suppliers identified within the competitive range, the State Entity will identify the competitive range by (1) ranking Suppliers' proposals from highest to lowest based on each Supplier's Total Combined Score and (2) then looking for breaks in the scores such that natural groupings of similar scores may be identified. In the event the State Entity determines the number of responsive and responsible Suppliers is so great that the State Entity cannot reasonably conduct negotiations (which determination shall be solely at the State Entity's discretion and shall be conclusive), the State Entity may elect to limit negotiations to the top three (3) ranked Suppliers as determined by the Total Combined Score.

#### **6.6.4. Negotiation Round Completion**

As part of each round of negotiation, the State Entity may or may not engage in verbal discussions with the Suppliers. However, whether or not the State Entity engages in verbal discussions, any revisions the Supplier elects to make to its response must be submitted in writing via email by the end date and time identified by the Issuing Officer. All revisions received by the due date and time will be evaluated and re-scored by the Evaluation Team in accordance with the same criteria used to evaluate the initial responses from the Suppliers. Revisions which are not received prior to the due date and time cannot be considered; however, any Supplier failing to submit timely revisions

will not be disqualified from consideration for award based on its final proposal as accepted by the State Entity.

#### **6.7. Selection and Award**

The responsive and responsible Supplier receiving the highest Total Combined Score and with whom the State Entity is able to reach agreement as to contract terms will be selected for award.

#### **6.8. Site Visits and Oral Presentations**

The State Entity reserves the right to conduct site visits or to invite Suppliers to present their proposal factors/technical solutions to the Evaluation Team. Cost proposals and related cost information must not be discussed during the oral presentation of the Supplier's technical solution. Nothing in this section shall prohibit the Negotiation Team from discussing both proposal factors and cost information during the negotiation process defined by Section 6.6 "Negotiations of Proposals and/or Cost Factors."

#### **6.9. Public Award Announcement**

The preliminary results of the evaluation will be announced through the public posting of a Notice of Intent to Award (in the event the value of the contract(s) is estimated to be \$100,000 or more in the first year) to the Georgia Procurement Registry. The Notice of Intent to Award ("NOIA") is not notice of an actual contract award; instead, the NOIA is notice of the State Entity's expected contract award(s) pending resolution of the protest process. The NOIA (if any) will identify the apparent successful Supplier(s), unsuccessful Supplier(s), and the reasons why any unsuccessful Suppliers were not selected for contract award. NO SUPPLIER SHOULD ASSUME PERSONAL NOTICE OF THE NOTICE OF INTENT TO AWARD ("NOIA") WILL BE PROVIDED BY THE STATE ENTITY. INSTEAD, ALL SUPPLIERS SHOULD FREQUENTLY CHECK THE GEORGIA PROCUREMENT REGISTRY FOR NOTICE OF THE NOIA.

The Notice of Award ("NOA") is the State Entity's public notice of actual contract award(s). The NOA will be publicly posted to the Georgia Procurement Registry.

### **7. Contract Terms and Conditions**

The contract that the State Entity expects to award as a result of this eRFP will be based upon the eRFP, the successful Supplier's final response as accepted by the State Entity and the contract terms and conditions, which terms and conditions can be downloaded from the Sourcing Event. The "successful Supplier's final response as accepted by the State Entity" shall mean: the final cost and technical proposals submitted by the awarded Supplier and any subsequent revisions to the awarded Supplier's cost and technical proposals and the contract terms and conditions due to negotiations, written clarifications or changes made in accordance with the provisions of the eRFP, and any other terms deemed necessary by the State Entity, except that no objection or amendment by the Supplier to the eRFP requirements or the contract terms and conditions shall be incorporated by reference into the contract unless the State Entity has explicitly accepted the Supplier's objection or amendment in writing.

Please review the State Entity's contract terms and conditions prior to submitting a response to this eRFP. Suppliers should plan on the contract terms and conditions contained in this eRFP being included in any award as a result of this eRFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Suppliers. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Suppliers to better evaluate the costs associated with the eRFP and the potential resulting contract.

#### **Exception to Contract**

By submitting a proposal, each Supplier acknowledges its acceptance of the eRFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted proposal. If a Supplier takes exception to a contract provision, the Supplier must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. Any exceptions to the contract must be uploaded and submitted as an attachment to the Supplier's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the eRFP.

In the event the Supplier is selected for potential award, the Supplier will be required to enter into discussions with the State Entity to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the schedule of events. Failure to resolve any contractual issues will lead to rejection of the Supplier. The State Entity reserves the right to proceed to discussions with the next best ranked Supplier.

The State Entity reserves the right to modify the contract to be consistent with the apparent successful offer, and to negotiate other modifications with the apparent successful Supplier. Exceptions that materially change the terms or the requirements of the eRFP may be deemed non-responsive by the State Entity, in its sole discretion, and rejected. Contract exceptions which grant the Supplier an impermissible competitive advantage, as determined by the State Entity, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Supplier is strongly encouraged to inquire via written question submitted to the Issuing Officer prior to the deadline for submitting written questions as defined by the Schedule of Events.

#### 8. List of eRFP Attachments

The following documents make up this eRFP. Please see Section 2.2.2 “eRFP Review” for instructions about how to access the following documents. Any difficulty locating or accessing the following documents should be immediately reported to the Issuing Officer.

- A. State Entity eRFP (this document)
- B. Special Term Definitions from Section 1.6 “Definition of Terms” of this eRFP
- C. Background and Scope of Work of this eRFP
- D. Mandatory Response Worksheet
- E. Mandatory Scored Response Worksheet
- F. Cost Worksheet
- G. Litigation and Default
- H. References
- I. Election Management System Form
- J. Polling Place Scanner Form
- K. Central Scanning Device Form
- L. Ballot Marking Device Form
- M. Electronic Poll Book Data Management System (EPDMS) Form
- N. Electronic Poll Book (EPoll) Form
- O. Potential Equipment Distribution
- P. Supplier Q & A Worksheet
- Q. Tax Compliance Form
- R. Certificate of Non-Collusion
- S. Department of Audits Immigration and Security Form
- T. Systems and Jurisdiction
- U. Contract – Place Holder for Contract
- V. Contract Exception Form